which could be clearly traced to an origin in the over-sene. In respect to all such shares, it is claimed, how-ever, that compensation in damages must be made by the exporation to the mocent holders who, by dealing in them, have suffered pe untary loss. The issue of fulse ortificates, it is insisted was a failure of corporate duty, an act of negligene by the corporation, for which it is hable to the party it ince. The company, it is also said, a bound by an estop of in favor of the innocent share-holder, and must either recognize him as a stockholder, or respond in damages as a wrong door for withholding his apparent right.

sert that the action can be maintained

here would be fewer proposit us to discuss han . sha bed obliged to examine.

I have already stated in general terms my own conclusion to be on the side of the invuldity of the so called spurious shares, upon the ground of a w.n.t of corporate power to create them, and I will now give some further expression to my views on that question. By the charter at this railroad or many its capital stock was limited to \$8.000,000, to be divided unto shares of \$1.70 cach. It is simulted that the whole capital was subscribed and paid and that certificates of stock were issued representing the 20,000 share, a catually subscribed and paid for. Now if it is plain, as all concede, that the capital could not be hereased beyond the \$3.000,000, it seems to me equally plain that no more than 30,000 shares could be created. Beth are unafterably fixed by the charter; the capital, by expressing the aggregate amount, and the number of shares by expressing the amount of each. The whole capital is divided into shares of \$1.00 each, and the mathematical result is \$0.000 in ail. Viewing the question, therefore, as one of abstract power, nothing appears to be wanting to a complete demonstration that additional shares could not be freated. There is, under the sharter, no more capacity to increase the nominal capital by mostipilying the chares to an indefinite extent, than to acrease the refit capital by an actual subscription, indefined by beyon? The specified limit.

Suit it is important to observe that the question has ther relations than those which belong to it as one of simple capacity san power. The 30,000 shares of original stock subscribed and paid for by the persons to when the second adjusted propertion of that capital. And from this finewes that any attempts to create a greater number of shares by the issue of auditional certificates is not only a ciolation of the original stock. Now, while it cannot be denied that the value of every share may be reduced by misorture of access that the contract between it and each holder of the o

I have also stated in general terms, as one of my conclusions, that the certificate issued to Kyle was void in his hands, upon the more special ground that the agent could not certify, except upon conditions which did not exist in respect to that transaction. I observe new further, that a third person, dealing with Kyle, and taking from h m a transfer of the certificate, doubtless had reason to suppose that it had been duly issued. Whether a dealing with him under that belief created new rights against the corporation I shall presently examine. But Kyle himself dealt airectly with the agent of the company, and he knew the conditions had not arisen in which the power to certify depended. He knew this, because he surrendered no previous certificate, and had no transfer on the cooks or other wise from any actual shareholder. Not and he knew the conditions had not arisen in which the power to certify depended. He knew this, because he surrendered no previous certificate, and had no transfer on the sooks or otherwise from any actual shareholder. Now, I do not understand at to be claimed, on the part of the plaintiffs, that the acts of the agent in issuing the spurious certificates were within any actual power which the corporation ever attempted to conter upon him, nor that all persons proposing to deal in the stock were not chargeable with a knewester of the extent and limit of his authority. He was known to be a transfer agent merely of eaching and genuine shares, and in that character his name was suped to the certificate in question and all others. What is claimed I understand to be precisely this — That the laise certificates being regular on their face, and the same is form as those which were ground, precisered to third parties dealing in them all the appearances of having been duly issued, authough in their the agent had no authority to issue them, and although the exact extent of his authority was known. But these appearances were known to be false by those who dealt directly with the agent, and with that knowledge it is not pretended that they can assert any claim against the corporation. Sach was the situation of Kyle.

It is as well in this connection as any other to notice a a special feature of the transaction which I think impurissenther transplant or weakness to the plaintiff's a loan by penging it as eccurity, vaid the processes of the transaction over to the agent. But these facts were not known to the plaintiff. They send with the plaintiff's a loan by penging it as eccurity, vaid the processes of the transaction over to the agent. But these facts were not known.

and the fraudulent agent of the corporation, they want then stand in the position of an immediate dealer with the agent, receiving from him a certificate of stock issued without authority; and this position, as I have shown, would see fatal to their claim. They instly prefer to be regarded, and I do regard them, as the third parties dealing with

out authority; and this position, as I have shown, would be fatal to their claim. They justly prefer to be regarded, and I do regard them, as the third parties dealing with Kyle as the apparent owner of stock.

In order to keep in view the exact conditions of the general question, I think it proper to state the conclusions which I consider thus far established. They are as foliows: I. The certificate was void in the hands of Kyle, the first holder, because it was fraudiently issued, and he paid nothing for it. 2. It was also void in his hands because a suici by an agent without authority, there being ac sui render of a previous certificate, and no trans or to him on the books of actual stock, and this want of authority was known to him. 3. It was void be cause the stock it professed to represent had no existence, and not wit under the chaiter of the company all the powers of the corporation in the creation and issue of stock being exhausted. In respect to the conclusion has mentioned, it must be, and I think is concoised, that as a further result the certificate is void under all possible circumstances, so that no person, in whatever situation, can claim under it the rights of a stockholder, or damages on the ground of a refusal to atmit him to such rights. As the law will not require the cefendants to voiate their carter by creating an excess of stock to stoply this sparious certificate, so it will not punish them in damages for refusing simply to be guilty of such violation. I consider this result as necession.

refusing simply to be guilty of such violation. I consider this result so accessary and so evitent as not to require further discussion.

I will proceed, however, to a more particular examination of the plaintiffs' rights as the transferces of Kyle, and giving them the most favorable view of the case, will consider the certificate as void in his hands only on the grounds that it was issued fraudulently, without consideration, and without any authority contained in the terms of Schuyler's appointment as transfer agent. In this view the defendants' corporation is regarded as completent to recognise the certificate, and if they are bound to do so, they must respond in damages upon their refusal. The question, therefore, will be, are they so bound, or to state it in another form, are the plaintiffs in a situation to assert any rights against the company which is five, their assignor, did not possess.

By the charter of this corporation, the shares of its capital stock were made transferable in such manner and in such places as the by laws should direct, and the by laws declared that all transfers should be made in the transfer book, kept at the proper office, and where a certificate of the stock had been issued, that the same should be surrendered prior to the transfer being made. The certificate now in question, as all others, declared on its face the same conditions. This certificate has in fact never been surrendered, and no such transfer has ever been made. The plaintiffs, on making their loan to Kyle, took from him an assignment and power of attorney in blank, but paid no regard to the foundamental conditions on which alone a legal title to the stock could be transferred. Of these conditions of course they had solice.

I him aware it is common to deal in this manner in the

Detice.

I am aware it is common to deal in this manner in the stock of corporate companies, and I do not say that say pule of law or of public policy is violated by it. The dealer under breilly acquires an equitable little to the stock of his vender, and if the vender's title is open to no imposement, he has a right to call upon the corporation to cooke him also with the legal title, by permitting a transfer to him elf on its books, and to demand a new certificate in his own name. But the question here is, not whether the purchaser is clothed in equity with all the clother to the seller, but whether by a transfer not made according to the laws of the corporation he acquires new and o the laws of the corporation he acquires new and gior rights as against the corporation heelf, in short, her his title is good when that of his render was

whether his title is good whose that of his voidor was good for nothing.

So, too, it is common to deal in this manner with respect to collections of every description. If extreme caution is exercised the purchaser will inquire of the maker of the obligation, and procure his admission of its validity, and his saasen to the transfer; and having done so, an estoppel will arise in his favor, not because he has invested his money in the purchase, but because he purchased after procuring such admission or cousent, and upon the faith thereof. Where there is no estoppel of his scrett to rely upon, then the question whether the transferace of an obligation apparently wind and from the apparent owner, acquires any belief right to enforce it than his assigner had depend on the mature of the obligation beeff, the general and femiliar rule is that he does not. If the instrument has negotiable qualities, then he may, if the case of he golimbic maturing, the least title passes by mare on derement or delivery. When they are not negotiable an countable title is all that can be acquired; and this starps be the further observation that as between equities from the proper on, as a general rule, prevails. The proper equity as well as the law, is it havor of the purty who made the deviced if for our good and value cases in a countable to the bound by it. The principle is so familiar that antispings treat look is allest. ng. s common to deal in this manner with re-

be acquired, although in the hands of the vender they are spurious and void, and although the company itself has never recognized the transfer. This question, I think, must be shewered in the Begative. They contain, in the first place, no words of negotiability. They declare simply that the person named is entitled to certain shares of stock. They on not, like augotiable instruments, run to the bearer, or to the order of the party to whom they are given. They commence it is true, with the words "Fe it known," but such words have no tendency to show that they possess the quantite claimed for them. A phraseology quite sim lar may be found on bonds and other instruments which no one ever thought to be negotiable.

the control of the compared of the certificates which can impart to them a negotiable character, both the laws of the corporation and the certificates themselves countain special restrictions, which seem, to me, to the themselves countain special restrictions, which seem, to me, to the themselves countain special restrictions, which seem, to me, to the compared the compared to th

which requires an amplication of the rules which belong it regulates excritions. Stocks are not like bank wills, the immediate representative of measey, and intended for circulation. The distinction between a bank bill and a share of bank stock is not difficult to appreciate. Nor are they like notes and bills of exchange, less ampted to circulation, but invented to supply the exigencies of commercial law. They are not like excheque bills and government securities, which are made negotiable either for circulation or to find a market. Nor are they like corporation bonds, which are issued in negotiable either for circulation or to find a market. Nor are they like corporation bonds, which are issued in negotiable either for circulation or to find a market. Nor are they like corporation bonds, which are issued in negotiable of the results and as a means for raising money for corporate uses. The de timetion between all these and corporate stocks is marked and striking. They are all in some form the representative of money, and may be satisfied by payment in money at a time specified. Certificates of stock are not securities for measy in any sense, much less are they negotiable securities. They are simply the number of the holder's title to a given share in the property and franchises of the corporation of which he is a member. The primary use and design, I must be allowed to say, of this species of property is officed a stensy investment for capital, rather than to feed the spirit of speculation. I am aware that people will speculate in stocks, as they sometimes do in lands, and there is no line which absolutely torbids it; but such, I am persuaded, is not the use for which we should hold them chiefly intended.

The question is capable of some further electidation by retending to the rules which have been settled in regard to the transferability of other instruments and the effect of transfer. A certificate of stock is a some respocts like a bill of lading or a warehouse or wharfinger's receipt. Each is the represent

of lading is not negotiable in the sense which must be contended for in the present case, there is much greater difficulty in affirming that such a quality belongs to a stock certificate.

In the great case of Lichbarrow vs. Mason, (2 Term Rep., 63; 6 to., 267.) it was held that the consignor of goods had lost his right of stoppage in transita, when the consignea, holding the ball of lading theorsed to blank by the consignea, holding the ball of lading inforsed to blank by the consignea, holding the ball of lading theorsed to blank by the consignea, holding the ball of lading theorsed to blank by the consignea did not make advances upon it. This has been the settled rule ever since. But, in such cases it is to be observed, the legal title to the goods has vested by the sale and consignment in the consignee, subject only to the peculiar and anomalous right of arcesting their dollowery in the event of their insolvency. If, therefore, before this right is exercised, the consignee transfers the bill of lading to another person, who takes it in good faith and for value, the latter acquires the title which his ventor has at the time of the transfer, and which the consigner cannot afterwards take from him. by stopping the goods before they have reached their destination. In this dectrine, wis in was settled after a very remarkable centest in the courts of Engiand, is contained all the negotiable quality that belongs to a bill of lading and it requires but little discrimination to see that this is not negotiable quality that belongs to a bill of lading of containing in any just sense of the term. On the other hand, it has been held by the Supreme Court and the late Court of Freeze of this cate.—Status vs. Exercit. (15 Wend, 475; 50 dd, 267) that a bill of lading covering to the first the owner's title, into what soes the their transferred, and the person reactiving the bill transfer it for value, the title to the goods is not affected by the transferred, and the person reactiving the bill transfer if for value, the tit

apriying the percentee which have been stated in this process to be regarded, as many made in the process of the common, therefore, in any conceivable and delivery to a purples or in real mean many process to represent many specific by the express name of these conductors, by their general actors and character, by the sutherhy

inton of when wound or decessive the present controversy. So in Grant vs. Norway. (10 Com. Bench, 655.) it was held, after full discussion, that the master of a ship signing a bill of lading for goods not actually shipped was not to be considered the agent of the sweet of the vessel, so as to make him responsible to one who made accuraces upon faith of the bill. That is a strong case. The master is the general agent of the owner as to all natters within the scope of his duty and employment, and has unquestionable power to sign bills of lading for goods shipped; and every bill asserts, as it did in that case, that the goods are received on board. The act, therefore, judged by its appearance and the representation of the agent, was strictly within the power. But the principal was held not to be liable, because it was not so in fact. The doctrine of that case was affirmed by the English Court of Exchequer in Hubertsey vs. Ward, (8 Exchequer, Rep. 230, S. C., 18 English Law and Eq. Rep. 353); and again with great deliberation by the Common Pleas in Coleman vs. Riches, (29 Eng. Law and Eq. Rep., 353).

The castinction is not always attended to between the apparent powers of an agent and his acts apparently but not really within the power. An agent's apparent powers are those which are conferred by the terms of his appointment, netwithstanding secret instructions, or those with which he is clothed by the character in which he is held out to the world, although not strictly within his commission. Whatever is done under an authority

not really within the power. An agent's apparent powers are those which are conferred by the terms of its appointment, notwithstanding secret instructions, or those with which he is clothed by the character in which he is held out to the world, although not strictly within his commission. Whatever is done under an authority thus manifested is actually within the authority, and yet the act itself may not be within the real or apparent power. The appearance of the power is one thing, and for that the principal is responsible. The appearance of the act is another, and for that, if false, I think the remeity is against the agent only. The fundamental proposition, I repeat, is, that one man can be bound only by the authorized acts of another. He cannot be charged because another helds a commission from him, and takely asserts that his acts are within it.

Cases may often arise which to a casual observation might appear to be within the principles attace, but which really are not. Thus an agent may be authorized to give notes for his principal, in order to raise mency to be used in the business of the latter. A third person may mapect the power, advance the money in good faith, and the agent appropriate it to his own use. It such a case, I should hold the principal responsible, not because the act of the agent appeared to be within the transaction. A power given to an agent to berrow money upon notes or otherwise, implies that the money may be paid to him, and so the whole transaction is strictly and literally authorized. But suppose the power to give the note is on the face conditional. It then has no existence until the condition has been fulfilled. To a conditions almost on the face conditions had not coourred or which the exercise of the power depended, then he was trusting to the representation of the agent, and I think must leok to him alone. As the principal never authorized the transaction is strictly and literally authorized to transaction and or the principal meet was a contract of the transaction of the ag

set principal content on by the size of the principal content of the pr

insirectly reached by thus changing the ground of liability. If a corporation has received the benefit of its agent's misrepresentation or fraud in a transaction unauthorized by its charter, I will not say there is no mode of redress. I am not an advocate of the doctrine that a corporation cannot be responsible for a wrong, or may not in some form be liable when its agents enter into engagements which its charter forbids, and the benefits of the transaction can be traced to the stockhelders, or are held for their benefit. But such is not the case before us. The stockhelders of this corporation are in no wise connected with the misconduct of their agent, nor have they been benefitted by it. It is true they trusted him, but it is not alleged that they had not ample reasons for so doing. Conceding that Schuyler's authority, derived from his appointment as transfer agent by the Board of Directors, might apparently include his fraudulent acts, the difficulty is only removed one step further back. The directors themselves were not the corporation; but its agents only. It may be granted that they wielded all the corporate powers, but among those powers the one in question is no where to be found. It did not even have apparent existence. The argument concedes this absolute want of power, and I have yet to discover the principle on which the genuine stockholders can be made liable in any form for an attempt to exercise it, by any of their agents, for their own individual benefit.

But such a point need not be determined. Before reaching this uitimate question, the action fails upon the special-grounds which have been examined at large. Conceding to the defendants the power, if they so elect, to recognise and perform the obligation under which their agent attempted to place them, then, if they are not if the power to do so is wanting. To say that their agent's false representation of stock, which did not and could not exist, can render them liable to dealers in the spurious certificates, when they would not be bound to r

## Superior Court-General Term. Before a full bench. DECISIONS.

Jun 28 .- Jas. A. Decker vs. Class H. Harms .- Morion granted, on payment of costs of appeal and of this mo-

Sumuel W. Geordrich vs. Jas. S. Davis and Others.--- No. tion to issue execution granted, without costs. Joseph Kernoshan vs. he Bonery Pire Insurance Co.

Judgment affirmed, with costs.

Jan. S. Gillens us. the Broadersy Bush.—Judgment at firmed. This action was brought by Gibbons to recover alleged services in commencing a bank. He alleges tha the idea originated with bimself, as he wished to secure a the idea originated with binuself, as he wished to secure a permanent situation. He accessed in founding the bank, after six months labor. He also alleges that the unforstanding was that he was to be appointed easilier, and a resolution to that effect was adopted. During the progress of the work of forming the bank, there were various meetings of its friends, and at one of these such a resolution was passed. The actual organization took place on the 5th of August. On the 25th of July preceding a much ing of the resolution was held. An election for officers took place. Mr. Gitbloom was not elected as eaching, but a resolution was passed that he should had some situation in the mitination. He declined any other situation in the mitination. He declined any other situation in the mitination. He declined any other situation is witheren, and several at his friends within my otherwise accession of the contraction of th

whether this is a valid consideration. The Court had doubts also whether the copying of the minutes into the bock would rive the resolution effect such as is claimed; but will assume that for the purposes of the case. But it die not follow that the planniff would therefore be liable to recover. The real intent of the resolution must be this, that insemach as Mr. Gibbons was disappointed in receiving the appointment of cashier, the bank offered him an inferior office, with a pecuniary consideration, and, had he accepted it, would have received an equivalent for his labor. This action is not orought to recover for services. The whole basis rests upon this resolution, and we think it would be unjust to hold the bank responsible for this resolution, especially when it was coupled by another offering a compensation for his disappointment. The withdrawal of Mr. Gibbons was a withdrawall of the services claimed as a consideration, and the Court is of the opinion that the claim has not a valid foundation.

EXTENSION OF THE TERM.

foundation.

EXTENSION OF THE TERM.

The Chief Justice announced that the term of this court would be extended to and including Saturday next, for the purpose of enabling the Judges to decide some cases that have been argued before them.

Latest from New Mexico OTH SANTA FE CONRESPONDENCE.

SANTA FE, NEW MEXICO, June 1, 1856.

Grievances of the Territory—Plurality Office Holders—Neglect of Public Affairs—Unpopularity of the Governor—
The Indian Pifficulties—General Garland about to Tuke
the Field—Cours Martial on Major Blake. United States
Dragoons—Project of the Public Surveys—Return of Judge
Brocehas—The Gadaten Purchase, &c., &c.

The mail leaves this place in the morning for the States, and I have determined to write a few words to the Merallo, supposing that any intelligence from this remot-

and almost forgotten, but interesting Territory, would be agreeable to the people generally.

In consequence of the intended absence of the worthy editor of the Santa Fe Gazette, who leaves with the mail for the States, our citizens are deprived of their regular n-cans of communication through the columns of that pa per, and the abuses and neglect practised upon this commenity remain unrevealed, while the prosperity of the Territory is checked by misrepresentations of politicians who are appointed to office here, and care nothing for the public interest, while their pockets are becoming pregnant with Uncle Sam's gold.

Let me call your attention to one grievance under which

our Territory is laboring, and which in a few days will become a still greater one. The Governor, Mr. David Merriwether, is not only Governor, but as Secretary Davis is absent in the States, also occupies his office, besides being Superintendant of Indian Affairs and Commissioner of Public Buildings. Now, the Governor, to the course of this month, will leave this place to make an expedition to the Navaje Indians, and perhaps will be absent from one to two months, thus leaving our capital without any Executive representation, or in fact no government at all. The Governor has been absent from his post on two occasions, visiting the States, the last time some seven or eight menths, when all the duties which I have enumera-ted devolved upon the Secretary. No sooner did the Gov-ernor return than Mr. Secretary Davis started off on a tour through the Eestern cities, leaving our Territory with but one Executive officer continuously, whose duties make it obligatory at any time to leave the capital to attend to Indian affairs. This is evidently gross neglect on the part of our Executive; and if the authorities at Washington would seriously consider the affairs of New Mexico a better state of things would exist.

Governor Merriwether is the most obnoxious federal offi-

cer ever appointed to his position. Throughout the whole Territory he has not the respect of one American citizen, outside of those who feed upon the profits of office under his control and a few government cficials. Our Territory is withering under a mal-administration; and when our citizens complain to the authorities at Washinigton of the distressed state of affairs here, they are denounced by the Governor and his friends as a factious clique, who are inimical to the government at Washington. I deny the

the Governor and his friends as a factious clique, who are inimical to the government at Washington. I dony the charge. There is not a more loyal community toward the democracy and our government in the Union than we have here. Most of the Americans now here are those who came in the time of the war, and have established themselves here at the cannon's mouth and at the point of the beyonet—men who came here at their country's call, and toiled through the sands of the desert to battle for their country's honor.

These are the men who are denounced as a factious few; stignatized as whigs, Know Nothings and internal agitators, because they dare to speak of their injuries in a manly manner. We have resolved to be patient, however, and wait for a better state of things.

The great drawback to the presperity of New Mexico is our Indian difficulties. We have wars continually on hand, and the depredations committed upon the locks and herds press our people to the earth, and the germ of enterprise is nitped in the bud. The Navajo tribe of indians have now declared war, and the treaties which the Governor made with this tribe are destroyed, and, like the balance, are, or soon will be, obliterated from the Territorial record.

It is the intention of General Garland to take the field in person, with a large command, drive the Indians from the settlements and force them to submission. The Nevajos are a jowerful and warlike nation, and have been the terror of this Territory for a great number of years, if it were not for our gallant little army. New Mexico would now be, ake Sonora, depopulated and impoverished from the reverges of predatory tribes of Indians. General Garland has called on the Governor for volunteers, with what success I am unable to say. With our efficient little army we hope to keep the Indians ender; and if we can only procue a respectable government here, it will not be very long before New Mexico will advance in civilization, agriculture and all the branches of trade and industry; if not, there is no hop

A general court martial assembles here on the 2d inst., to investigate the charge against Major Blake of the United States drapoons. The charge against this gentleman is for not winer the proper means to suppress a meeting among the soldiers at Fernandez da Taos. This trial was postponed until the arrival of Judge Brocchas, whose test-mony was important, he having been present and witnessed the whole affair.

La locking over the affairs of our Territory, Lifth the In looking over the affairs of our Territory, I find the

In locking over the affairs of our territory, i and the Survey or General's department in a flourishing condition. Lines have been extended into the most important sections of the country, and now substitutional operations are about to commence. By these surveys some of the finest land in the Territory has been made available for agriculland in the Territory has been made available for agricultural purposes, which, if an energetic policy is pursued toward the Indians, will be occupied at an early day under the constion act. Mr. Pelham, the Surveyor General, is a man just suited to his business; being a practical surveyor, he is always ready to act with a confidence which will always ensure success to any undertaking. He is a high minded public officer, and merits and receives the confidence and respect of all.

Our citizens were gratified at the return of Judge Brocchas to this Territory. He arrived with the mail, and all our citizens greeted him with open arms. He is another gentleman that occupies a high position in the confidence of our citizens.

dence of our citizens.

I fear that I am stretching out my correspondence too

detected our citizens.

I fear that I am stretching out my correspondence too much, but we de not wish to be entirely forgotten by our brethren in the States. New Mexico is the offspring of the Mexican war; because we have conquered her, do not let us creat her, but deal with her kindly and gently. Let us have a respectable and honest executive to acminister to her wants, and teach her inhabitants that we are a magnanimous nation; then soon will superstition and ignorance and immorality give place to Christianity and intelligence and virtue. These people are willing to learn; they are not so stubborn as not to be benefitted by an enlightened and liberal policy. Not long since a literary cub was organized by the young Americans in this city and we were gratified to find that in the course of a few weeks a similar institution was formed by the Mexicans, and is now in a flourishing condition. I mention this to show how readily these people follow good examples, and evince a disposition to improve.

The Santa Fe Gazette of the 31st ult. contains an editorial paragraph stating that the editor had been informed by Gen. Garland that he had received letters from Washington ndvising him that the district of country known as the Gadsden purchase would be attached to this military department. The editor misapprehended Gen Garland, that gentleman having stated that he was advised that the district of country above mentioned would be added to the Territory of New Mexico. This correction is due to Gen. Garland, who is a gentleman of great delicacy of feeling, and whose modesty and other virtues us a man are only equalled by his valor and patriotism as a soldier.

The remarks which I have made about gentlemen referred to in this letter are the sentiments of all the citizens of this Territory, and I do not wish to be considered as prejudiced in what I say. The people here are not particularly identified with any party. They are a national people, a law abiding and constitutional class of men, entertaining the highest respect f

al people, a law abiding and constitutional class of men, entertaining the highest respect for our government. I write for the good of the Territory, and by publishing these remarks you will not only please our people but, perhaps, may attract the attention of the federal authori-ties to this neglected region.

## We have received a file of the Santa Fe Gazette with dates to the 31st of May, from which we make the following extracts :-

the following extracts:—

MILITARY AFFAIRS.

Lieut. John Adams. 1st Irragoone, arrived in the city on the 21st inst., with his family, on his way to the Sates.

Lieut. Adams is detailed on the retieral recruiting service for the army, and will continue on such duty for two years. We learn further, that Lieuts. Johnson, of the 1st Irragoons, Whistler and Jackson, 3d Infantry, are also detailed for the same duty, and will leave the Territory in time to report themselves at Carliste Barracks and Fort Columbus, N. Y., by the 18th of July next.

General Garland and party returned from Fort Stanton on the 54th irst. While there, the General had an interview with Barrackto, a Mescaler Chief, whom he met with about eighty of his people, men, woman and chill often. Ferranquito expressed himself amnous to remain at peace with the whites, and said that the ox killed a chort time ago, was killed by some of his men who were forced to the act by starvation; but that the man had not expressed to the act by starvation; but that the man had not expressed them.

Lieut Cruig arrived on the 26th lost, via Albaquerqua.

one of them. Lent Cong arrived on the 26th lost, via Albaquerqua, a came from Arbuquerque to this city in seven house d a last-cleanure seventy miles—rood travelling. On the 4th instant it was reported to Captain awell,

country, and his lefet was too man to reature so far. The finding told the Maxicans that they were Miembres Apaches. There were two parties of about twenty each; they killed two swn, and ran off about thirty, belonging to the people dwing below Los Lunns and Belon. Informatich from Major Kendrick has been received as late as the 16th int. The Navajos are planting quite as much new as in former years.

The Major has appointed the last day of May as the time when he shall evicent to receive compensation for the stolen sheep mentioned in our former besses, for which purpose he is to meet the chief men of the nation at Laguna Negra. In the meanings his efforts for a restoration of the stolen sheep will continue by the peased.

The Major has aspointed the last day of May as the time when he shall exact to reverve compessation for the stolen sheep metationed in our former issues, for which purpoe e he is to meet the chief men of the ration of the stolen sheep will continue to be pressed. Coil Miles arrived in the city on the 24th mistant, and Col. Founderey en the 27th. They are measures of the court martial in the case of Major Blake.

Major Fry, paymaster, arrived from Fort Union on the 27th inst. Majors Morris, Van Horne and Speague arrived on the 27th and Colenel Eaton on the 30th. The four latter are members of a court martial which will convene on the 27th and Colenel Eaton on the 30th. The four latter are members of a court martial which will convene on the 27th row.

We learn Born General Garland that in the interview he hately bad with the Megalero Apaches set Fort Stanton, mentioned in another column, that he Indians informed him that the 1-zerve assigned them by the latter than the column of the second of the houndary lines of the reserve acqued to the forest of the continuous of the houndary lines of the reserve according to the treaty, they are as belows—A peat to be put up flower mile southwest from 10g Garnen; the southern houndary when the formed hy line due cast from this peat to the forest the line cut the lattendant of the forest the line cut the lattendant of the forest the line cut the lattendant of the forest the line cut to the forest of long Garnen, runs south, and the sead of the forest the line cut to the forest of long Garnen, runs south, and the sead of the forest the line cut to the forest to the forest the line cut the lattendant of the forest to the forest the line cut to the forest to the forest to the forest the line cut the lattendant of the forest the line and the lattendant of the cut the lattendant of the cut the lattendant of the cut the lattendant of the forest the lattenda

ever witnessed by them, in point of numbers, falls short of their own strength in the proportion of about one to six.

On the 5th met i General Garland with his staff, Col. Gray on, Major Thernton, Captain Easton, and Lieutenant Craig left here for fort Stanton. Major Smith, paymaster, will probably intersect the party at Albequerque on his return frem fort Befance, and accompany it to Stanton.

A general court narrial will be held at Fort Stanton, immediately after the arrival there of the above named officers.

We understand General Garland has detailed the following mounted troops: connany "F." Is dragoons, under the command of Lieut, Mercer, to take post at Fort Theori, company "I." same regiment, Flower Major Grier, Lieuts Whilands and Pinder, to take post at Fort Thorn to company "F" which has been detailed to leave Fort Union—the latter company waiting the acrival at Fort Thorn occumpany "F" which has been detailed to leave Fort Union as present station, at once.

We also learn that the stations of Dectors Leatherman and Irwin bave been chauged; the Former transferred from Fort Lekance to Fort Ubion, the latter from Fort Union to Fort Defance.

The general court marelal convenue in this city for the trial of Captan Scammon and Lieut Dectson, adjourned on the Sch ulumo, sincetic, and the members left on the line for the re-pective stations.

We suppose there is now no conger a hope that the difficulty with the Navajos will be settled without a resort to military force, for, instead of their complying with the demand made upon them recently, they have committed another offence of a similar character. On the might of the 15th instant a party of thematic seed the absertance of Jose Vanacio Montoya, near I end Blance, and the major-come and weinfield for at end of them the faithful control of the Montoya. The limitans were followed by a party of 25 Mexicans and overticen at £1 Valle, two of them killed and nearly all the sheep recovered. The scalps of the Indians were brought in as vouchers for the faithful e

Eajor Kendrisk and the Navijo agent, Capt. Dodge, have had several conferences with the principal men of the Navijo nation, in relation to the outrages near the Pierce, committed by a party of their tribe. They profess to be willing to make good the loss of sheep, which, it will be recollected, amounts to sense ten or eleven thousand, a part of which, however, has already been returned. They offered to give three ponies for the three Moxicans killed. This offer, of course, could not be entertained, and the impression was left that wath mather premise will they comply, unless upon the exhibition of a large military force in their country.

The perpetrators of the robbery and murders are among the principal men of the nation, or nearly allied to them, and it is thought it consequence, the denand for their surrender will at be compiled with until the nation is thoroughly humbled by measures of the most stringens character. The expeditions heretore made by the Amorican forces into the Navajo country, have been so abortive that another of a similar character will do more hard than good; and it is very probable that if inadequate attempts are made against them now, the Unabe will make common cause with them. Should the Navajos, however, be thoroughly humbled, rich and powerful as they are knewn to be, the example will not be lect on all the other tribes in New Mexico. We trust, however, they may see the necessity of complying with the requisition, made upon them, by a timely surrender of the criminals. By so define, much waste of property and loss of life will he sparce them.

The warriors of the Navajo mation capable of taking the field number at least two thousand men, and we think the ministry strength of this department should be increased, particularly in the mounted arm of the service.

THE PUELIC IMPROYEMENTS.

The military lave commoned the construction of a new set of quarters for the officers and men at this post. The work is under the superintendence of Major Books, the commandent of the post, assisted by

gressing rapidly.

We are not advised as to the architectural design of these buildings, but they appear to be extensive, and promise, when finished, to add much to the appearance of the-

We are not advised as to the architectural design of these buildings, but they appear to be extensive, and promise, when finished, to add much to the appearance of thocity in this direction.

Captain Easton is also constructing some quite extensive buildings, on a part of the same ground, for the use of the Quartermaster Bepartment. He has a number of men also employed, and they are advancing well.

In the same neighborhood is the new state House, which we learn is soon to be commenced again, with all the available force. This work is under the supervision of Governor Meriwether and Judge Houghton. We hope to see it advance more rapidly than it has higherted done, Adjoining to the new capitol, or nearly so, is the Fortitorial Peclientiary, thanks to the "delicate and refused" isste of Governor Meriwether for this beautiful and apprepriate ornament to the capitol grounds. This building is also, we learn, to be commenced in a short-time—so that this end of the city will present quite a business appearance when all this work is in progress. In connection with these new cellices, we may mention, as being near by, the new Protestant church, the Surveyor Generalise establishment, and the new buildings for the Gazzage effice—all of them new and handsome buildings.

On the 14th inst., at Albuquerque, New Mexico, Mr. J. T. Fitzwater, after a long and severe illness. Mr. Fitzwater was for many years a resident of Mexico, connected with the stage line between the cities of Mexico, connected with the stage line between the cities of Mexico, connected with the stage into between the cities of Mexico, connected with the stage inc between the cities of Mexico about the law of the law of the contractions, was enabled to be of much service to the livacing army.

On the 14th inst., at Albuquerque, he became connected with the army, and remained in the service of the quartermaster's department up to the time of his death, he was brave and fearless, and from his knowledge of the livacing and the service of the contraction of the l

The Heroford (England) Times says:—Among the last sitch of chaims carried of from this district by the concluse impostors who work the Mornam delinder, here was are left widow woman who kept a small gre-carly shop. By the persuadous of the actual decivity